

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CENTRAL DIVISION

<div>FARM BUREAU PROPERTY & CASUALTY INSURANCE COMPANY a/s/o DAVID BJUSTROM, Plaintiff, vs. CNH INDUSTRIAL AMERICA LLC, Defendant.</div>	<div>Court File No.:</div> <div>COMPLAINT</div> <div>JURY TRIAL DEMANDED</div>
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Plaintiff Farm Bureau Property & Casualty Insurance Company a/s/o David Bjustrom, by and through its attorneys, Yost & Baill, LLP, for its Complaint against Defendant CNH America LLC, states:

JURISDICTION

1. The court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332. The plaintiff and the defendant are citizens of two different states, are diverse parties, and the amount in controversy exceeds \$75,000.00.
2. Venue is proper in the Northern District of Iowa pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the events or omissions giving rise to the claim occurred in this district and that a substantial part of property that is the subject of the action is situated in this district.

PARTIES

3. Plaintiff Farm Bureau Property & Casualty Insurance Company (“Farm Bureau”) is an insurance company with its home office located at 5400 University Ave, West Des

Moines, Iowa, and is duly licensed by the State of Iowa to sell insurance and conduct business in the State of Iowa.

4. At all relevant times, Farm Bureau issued a policy of insurance to David Bjustrom (hereinafter “Bjustrom”), an Iowa resident, which provided among other items, coverage for damage to Bjustrom’s Case IH AF 8120 combine, Serial Number: YBG213703 (hereinafter “the Combine”).
5. Upon information and belief, at all times material herein, Defendant CNH Industrial America LLC (“CNH”), is a foreign limited liability company registered to do business within the State of Iowa with a registered agent of C T Corporation System, 400 East Court Avenue, Des Moines, IA 50309, and a home office of 700 State Street, Racine, WI 53404, according to the Secretary of State of Iowa.

FACTS

6. Upon information and belief, Defendant CNH was and/or is the manufacturer of the Combine.
7. On or about October 16, 2018, the Combine, while being properly operated in a field near the intersection of 130th Avenue and 300th Street in Burt, Iowa, started on fire.
8. As a result of the fire, the Combine was destroyed and other personal property was damaged.
9. Pursuant to the terms and conditions of the insurance policy referenced in paragraph 4 of this Complaint, Farm Bureau was obligated to and did, in fact, pay an amount in excess of \$75,000.00 to or on behalf of Bjustrom for damages incurred as a result of the fire.

10. Pursuant to the terms and conditions of the insurance policy identified in paragraph 4 of this Complaint, and by virtue of its payments to Bjustrom for damages incurred as a result of the fire, Farm Bureau is subrogated to all rights, claims, and causes of action Bjustrom may have against CNH in connection with the fire.

COUNT ONE – NEGLIGENCE

11. Plaintiff realleges Paragraphs 1 through 10, as though fully set forth herein.
12. CNH negligently manufactured, designed, constructed, assembled, packaged, and/or distributed the Combine.
13. The negligence of CNH was a proximate cause of the fire and the damages sustained by Plaintiff.

COUNT TWO – BREACH OF WARRANTY

14. Plaintiff realleges Paragraphs 1 through 13, as though fully set forth herein.
15. CNH expressly or impliedly warranted the fitness and merchantability of the Combine described herein.
16. CNH breached the mentioned express or implied warranties of fitness and merchantability.
17. The breaches of warranties were a direct and proximate cause of the fire and resultant damages to Plaintiff as described above.

COUNT THREE – STRICT LIABILITY

18. Plaintiff realleges paragraphs 1 through 17, as fully set forth herein.
19. The Combine was defective and that as a direct and proximate result of said defect, Plaintiff suffered the damages described hereinabove.
20. CNH is strictly liable for the damages sustained by Plaintiff as described herein.

COUNT FOUR – FAILURE TO WARN

21. Plaintiff reallages Paragraphs 1 through 20, as though fully set forth herein.

22. CNH negligently failed to provide Bjstrom with reasonable warnings of defects and hazards which it knew or should have known were present in the Combine described herein, which negligence was a direct and proximate cause of the fire described herein.

DEMAND FOR JURY TRIAL

23. Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated this 5 day of April, 2019.

By /s/ David J. Taylor
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